

*EXHIBIT A*

## AFFIDAVIT

**STATE OF TEXAS** §  
**HARRIS COUNTY** §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Richie Beard  
who, after being by me duly sworn on his oath, stated the following:

My name is Richie Beard. I am President of Hardball Baseball Academy ("Hardball"). I am more than twenty-one years of age and am fully competent to make this declaration. I have personal knowledge of each of the statements contained herein and they are true and correct.

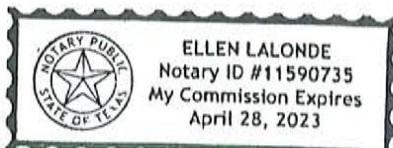
I have read Hardball's Response to Cameron Johnson's Motion for Partial Summary Judgment (the "Response"). Through my own actions and my position at Hardball, I have knowledge of facts stated in the Motion. The facts stated in the Statement of Facts of the Motion are true and correct to the best of my knowledge.

For purposes of this Affidavit, I have also been designated as custodian of records of Hardball. I am familiar with the manner in which Hardball's records are created and maintained by virtue of my duties and responsibilities. Attached to this Affidavit are Exhibits that are original records or exact duplicates of records of Hardball. The records were made at or near the time of each act, event, condition or opinion set forth in the record. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth in them. It is the regular practice of Hardball to keep or make this type of record in the course of regularly conducted business activity.

FURTHER AFFIANT SAYETH NOT.

Ricci Beard  
RICHIE BEARD

SUBSCRIBED AND SWORN TO BEFORE ME on this the 16<sup>th</sup> day of December, 2022,  
to certify which witness my hand and official seal.



**Notary Public in and for  
The State of T E X A S**

Ellen LaRonde

Hardball Academy, LLC

### Contractor payments

Payments from Jan 01, 2021 to Dec 31, 2021 for Cameron Johnson

Pay date	Contractor	Type	Pay method	Pay status	Category	Amount
12/31/2021	Cameron Johnson	Expense	Direct deposit	Processed	Contractors	\$3,276.00
12/02/2021	Cameron Johnson	Expense	Direct deposit	Processed	Contractors	\$5,038.00
11/03/2021	Cameron Johnson	Expense	Direct deposit	Processed	Contractors	\$4,286.00
10/20/2021	Cameron Johnson	Check	Check	-	Contractors	\$750.00
10/04/2021	Cameron Johnson	Expense	Direct deposit	Processed	Contractors	\$4,550.00
09/03/2021	Cameron Johnson	Expense	Other	-	Contractors	\$3,799.00
08/03/2021	Cameron Johnson	Expense	Other	-	Contractors	\$4,139.00
07/02/2021	Cameron Johnson	Expense	Other	-	Contractors	\$3,731.00
06/03/2021	Cameron Johnson	Expense	Other	-	Contractors	\$2,508.00
05/28/2021	Cameron Johnson	Check	Check	-	Contractors	\$750.00
05/04/2021	Cameron Johnson	Expense	Other	-	Contractors	\$1,863.00
04/05/2021	Cameron Johnson	Expense	Other	-	Contractors	\$1,554.00
03/03/2021	Cameron Johnson	Expense	Other	-	Contractors	\$1,239.00
02/03/2021	Cameron Johnson	Expense	Other	-	Contractors	\$1,344.00
<b>Total</b>						<b>\$38,827.00</b>

## Print or save as PDF



## Print settings

## Orientation

Portrait

Landscape

## Page layout

Repeat page header

Contractor payments						
Payments from Jan 01, 2020 to Dec 31, 2020 for Cameron Johnson						
Pay date	Contractor	Type	Pay method	Pay status	Category	Amount
12/03/2020	Cameron Johnson	Expense	Other	-	Contractors	\$1,200.00
11/03/2020	Cameron Johnson	Expense	Other	-	Contractors	\$1,300.00
10/05/2020	Cameron Johnson	Expense	Other	-	Contractors	\$1,300.00
09/03/2020	Cameron Johnson	Expense	Other	-	Contractors	\$1,300.00
08/04/2020	Cameron Johnson	Expense	Other	-	Contractors	\$1,000.00
04/03/2020	Cameron Johnson	Expense	Other	-	Contractors	\$600.00
03/11/2020	Cameron Johnson	Expense	Other	-	Contractors	\$600.00
02/25/2020	Cameron Johnson	Check	Check	-	Contractors	\$2,000.00
<b>Total:</b>						<b>\$9,300.00</b>

Dec 09, 2022 09:53 PM PT

1

Cancel

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## Print settings

## Orientation

 Portrait Landscape

## Page layout

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Hardball Academy, LLC

**Contractor payments**

Payments from Jan 01, 2019 to Dec 31, 2019 for Cameron Johnson

Pay date	Contractor	Type	Pay method	Pay status	Category	Amount
12/03/2019	Cameron Johnson	Expense	Other	-	Contractors	\$2,100.00
11/12/2019	Cameron Johnson	Expense	Other	-	Contractors	\$2,100.00
10/03/2019	Cameron Johnson	Expense	Other	-	Contractors	\$2,050.00
08/13/2019	Cameron Johnson	Expense	Other	-	Contractors	\$150.00
08/05/2019	Cameron Johnson	Expense	Other	-	Contractors	\$1,625.00
07/03/2019	Cameron Johnson	Expense	Other	-	Contractors	\$1,950.00
06/11/2019	Cameron Johnson	Expense	Other	-	Contractors	\$500.00
05/03/2019	Cameron Johnson	Expense	Other	-	Contractors	\$500.00
04/08/2019	Cameron Johnson	Expense	Other	-	Contractors	\$500.00
03/05/2019	Cameron Johnson	Expense	Other	-	Contractors	\$500.00
<b>Total</b>						<b>\$12,175.00</b>

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Cancel

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## Hardball Academy, LLC

**Contractor payments**

Payments from Jan 01, 2018 to Dec 31, 2018 for Cameron Johnson

Pay date	Contractor	Type	Pay method	Check number	Pay status	Category	Amount
12/04/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$3,346.00
11/05/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$4,387.00
10/03/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$6,000.50
09/05/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$6,686.00
08/02/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$5,970.75
07/03/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$5,797.63
06/05/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$5,428.13
05/03/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$5,022.00
04/03/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$5,622.63
03/05/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$5,402.00
02/02/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$4,142.50
01/03/2018	Cameron Johnson	Expense	Other	-	-	Contractors	\$2,911.00
<b>Total</b>							<b>\$60,716.14</b>

**Payroll Summary**

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
09/05/2019	Johnson, Cameron	0.00	2,050.00	0.00	0.00	2,050.00	DD	0.00	2,050.00
08/05/2019	Johnson, Cameron	0.00	1,825.00	0.00	0.00	1,825.00	DD	0.00	1,825.00
Pay Frequency Totals: Monthly		0.00	\$3,875.00	\$0.00	\$0.00	\$3,875.00		\$0.00	\$3,875.00
Total Net Pays for Monthly frequency: 2									
Company Totals:		0.00	\$3,875.00	\$0.00	\$0.00	\$3,875.00		\$0.00	\$3,875.00
Total Net Pays for Company: 2									

Company: Hardball Baseball Academy LLC  
 Check dates from: 6/28/2019 - Payroll 1 to: 12/26/2019 - Payroll 1  
 Pay Period from: 01/01/2019 to: 12/31/2019

1 of 1

Date Printed: 12/10/2022 04:34  
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2021

Month	Name	Hour Lessons	1/2 hour lessons	Whole Lessons	No Shows	Last Chchd/Res	Small Group	Med Group (5)	Med Group (6)	Large Group (7)	Large Group (8)	1/2 Week Less	Spcl Lesson	Team	Class Hours	Cards	Team Standard	Non Standard	Hours	Total Hours	
Jan 2021	Baard	20	0	8	1		4			4		20								2	
	Bowden	8	72	105	2	1.5	4	4	4	4	4	4	2							70	
	Cathcart	23	66	5	1								1							102	
	Delegato	21	21	45	1								1							47.5	
	Heller	15	60	60	1								1							70.5	
	Bolt	20	74	15	1.5															20.5	
	Bowden	15	60	3	1.5								1							48	
	Heller	4	18	18	0.5								1							110	
	Hood	13	26	26	1								1							40	
	Johnson	20	8																	20.5	
Feb 2021	Baard	21	Hour Lessons	1/2 Hour Standard	WholeLessons	No Shows	Last Chchd/Res	Small Group	Med Group (5)	Med Group (6)	Large Group (7)	Large Group (8)	1/2 Week Less	Spcl Lesson	Team	Class Hours	Cards	Team Standard	Non Standard	Hours	Total Hours
	Bowden	8	72	2.5	5	3		3	3	6	3	3	2							22	
	Bowden	13	52	24	1								3							52	
	Cathcart	23	66	26	1								5							61	
	Delegato	21	60	60	1.5								5							100	
	Heller	15	60	60	2.5								5							214.5	
	Bolt	22	61	2															5.5		
	Bowden	8	72	2	1.5								2							47	
	Heller	15	57	37	0.5								2.5							102	
	Hood	13	27	37	0.5								2.5							50	
	Johnson	24	11																	107.5	
Mar 2021	Baard	43	Hour Lessons	1/2 Hour Standard	WholeLessons	No Shows	Last Chchd/Res	Small Group	Med Group (5)	Med Group (6)	Large Group (7)	Large Group (8)	1/2 Week Less	Spcl Lesson	Team	Class Hours	Cards	Team Standard	Non Standard	Hours	Total Hours
	Bowden	13	78	84	22	5		3	5	8	2	2	2							55	
	Cathcart	35	84	24	1								24							111	
	Delegato	21	60	60	1								2							53	
	Heller	15	60	60	1								8							100	
	Bolt	21	72	72	1															20.5	
	Bowden	13	72	72	1															48	
	Heller	4	32	32	0.5								1							107	
	Hood	22	37	37	0.5								1							40.5	
	Johnson	26	14																	40.5	
Apr 2021	Baard	41	Hour Lessons	1/2 Hour Standard	WholeLessons	No Shows	Last Chchd/Res	Small Group	Med Group (5)	Med Group (6)	Large Group (7)	Large Group (8)	1/2 Week Less	Spcl Lesson	Team	Class Hours	Cards	Team Standard	Non Standard	Hours	Total Hours
	Bowden	8	77	65	2.5	3		4	4	4	4	4	4							55	
	Cathcart	21	87	65	0.5								2							106.5	
	Delegato	21	60	60	1								2							53	
	Heller	21	70	70	0.5								2.5							48	
	Bolt	22	77	72	1															20.5	
	Bowden	13	72	72	0.5								1							81.5	
	Heller	4	32	32	0.5								1							24.5	
	Hood	22	37	37	0.5								1.5							12	
	Johnson	26	14										1							115.5	
	Baard	20																		220.5	
May 2021	Baard	39	Hour Lessons	1/2 Hour Standard	WholeLessons	No Shows	Last Chchd/Res	Small Group	Med Group (5)	Med Group (6)	Large Group (7)	Large Group (8)	1/2 Week Less	Spcl Lesson	Team	Class Hours	Cards	Team Standard	Non Standard	Hours	Total Hours
	Bowden	8	75	3	4	0.5		2	4	4	4	4	4							62	
	Cathcart	24	85	55	1								12							57.5	
	Delegato	22	55	55	0.5								4							106.5	
	Heller	27	61	55	2.5								5							53	
	Bolt	19	85	75	0.5								1							106.5	
	Bowden	13	75	75	0								0							51	
	Heller	4	31	31	0								1							11.5	
	Hood	22	35	35	0								1.5							10	
	Johnson	26	20										1							20.5	
Jun 2021	Baard																				
	Bowden																				
	Cathcart																				
	Delegato																				
	Heller																				
	Bolt																				
	Bowden																				
	Heller																				
	Hood																				
	Johnson																				

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## Video Analysis #1

Set Up

Balanced Open/Closed/Square  
 Feet are shoulder width apart/wide/narrow  
 Block Step Big/small/ to the side/straight back/diagonal

Delivery

Dynamic Balance (Early) Controlled center of gravity/top half ahead/center of gravity back

0 1 2 3 4 5 6 7 8 9 10  
 Step backs, ice skating, jump backs, lower half efficiency drills, double hop, block and hop

Dynamic Balance (Late/foot strike) Front leg firms on time/front leg leaks/front leg firms early/ rotates around the front hip

Front leg stabilization

0 1 2 3 4 5 6 7 8 9 10  
 Firm and freeze, 1 knee firm and freeze, balance disk/pad, stability ball, incline/decline

Postural Efficiency is good (A B C)

0 1 2 3 4 5 6 7 8 9 10  
 Stability ball drill 1 and 2, balance disc, balance pads

Symmetrical Movements Upper half \_\_\_\_\_ Lower Half \_\_\_\_\_

0 1 2 3 4 5 6 7 8 9 10  
 Arm swings with a cross, one arm swings, upper body swings

Throwing Through Opposite and equal (horizontal W, inverted W, Perpendicular W, Elevated humerus)

0 1 2 3 4 5 6 7 8 9 10  
 Arm swings, single swings, squeeze and swivels,

Blocking Glove side (timing is good/ pull the glove/ counter rotation before release)

0 1 2 3 4 5 6 7 8 9 10  
 Squeeze and swivels, connection ball 3, ball in glove hand

Late Rotation/Synchronization/Rotational Movements- hip and shoulder separation

0 1 2 3 4 5 6 7 8 9 10  
 Separation drill, med ball drills, late rotation drills, 90 degree swivels

Rhythm & Tempo- Speed Upper half and lower half work together

Arm swings w/ cross, one arm swings w/step behinds, all rhy & tempo throws, walking torques (same arm/same leg)

0 1 2 3 4 5 6 7 8 9 10

Finish

Efficient Deceleration- on time pronation

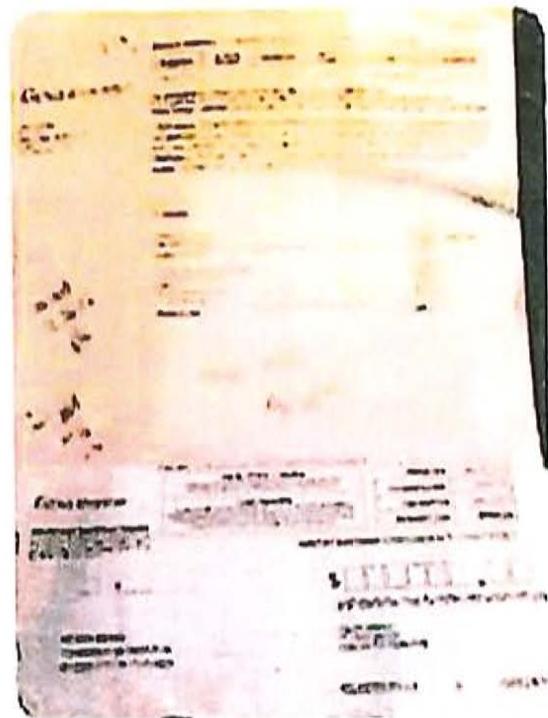
0 1 2 3 4 5 6 7 8 9 10

Me

Lunch	
1/18	105.37
2/18	106.64
3/18	101.00
4/18	102.50
5/18	115
6/18	182.61
7/18	255
8/18	297.71
9/18	262.33
10/18	240.00
11/18	156.00
12/18	119.07

8:15 PM

Me



8:15 PM









INSTRUCTOR SCHEDULING SYSTEM	
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<a href="#">Logout</a>	<a href="#">Instructor Information</a> <a href="#">X</a> <a href="#">Instructor Information</a>
<a href="#">C</a>	<a href="#">docs.google.com/spreadsheets/d/1WzLbDfN9mZQ9tMk-SEoWHv76qmgzg1454135202</a>
<a href="#">Share</a>	<a href="#">Edit</a> <a href="#">Insert</a> <a href="#">Format</a> <a href="#">Data</a> <a href="#">Tools</a> <a href="#">Extensions</a> <a href="#">Help</a>
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73	Tuesday, March 2, 2021
73	Wednesday, March 3, 2021
73	Thursday, March 4, 2021
75	Friday, March 5, 2021
73	Saturday, March 6, 2021
73	Sunday, March 7, 2021
73	Monday, March 8, 2021
73	Tuesday, March 9, 2021
73	Wednesday, March 10, 2021
73	Thursday, March 11, 2021
73	Friday, March 12, 2021
73	Saturday, March 13, 2021
73	Sunday, March 14, 2021
65	Monday, March 15, 2021
73	Tuesday, March 16, 2021
73	Wednesday, March 17, 2021
73	Thursday, March 18, 2021
59	Friday, March 19, 2021
59	Saturday, March 20, 2021
73	Monday, March 22, 2021
73	Tuesday, March 23, 2021
73	Wednesday, March 24, 2021
73	Thursday, March 25, 2021
73	Friday, March 26, 2021
97	Saturday, March 27, 2021
73	Sunday, March 28, 2021
100	Monday, March 29, 2021
100	Tuesday, March 30, 2021
103	Wednesday, March 31, 2021
732	Bolt 2021 -
732	Beard 2021 -
732	Brown 2021 -
732	Catheart 2021 -
732	DeJagera 2021 -
732	Hoffier 2021 -
732	Johnson 2021 -
732	Sample -
732	Sheet71 -
732	SOW -
732	Type here to search
732	<a href="#">Update</a> <a href="#">Edit</a> <a href="#">Share</a> <a href="#">Print</a> <a href="#">Download</a> <a href="#">Import</a> <a href="#">Export</a> <a href="#">Help</a>
732	<a href="#">TSF</a> <a href="#">Mostly cloudy</a> <a href="#">8:52 AM</a> <a href="#">12:22 PM</a> <a href="#">12:22 PM</a>





Google Account X [Logout](#) | [Instructor Information](#) X [Instructors](#) SCHEDULES X [Instructor Home - Google Sheets](#) + [Update](#)

[File](#) [Edit](#) [View](#) [Insert](#) [Format](#) [Data](#) [Tools](#) [Extensions](#) [Help](#)

Left sidebar? [Minimize](#) [Maximize](#)

AR131

Time	Day	Start	End	Subject	Teacher	Notes											
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1:45	Sunday, May 2, 2021																
1:45	Monday, May 3, 2021																
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1:45	Sunday, May 30, 2021																
1:45	Monday, May 31, 2021																
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		Bolt 2021	Bowden 2021	Deligratza 2021	Hosfier 2021	Cathcart 2021	Hold 2021	Johansen 2021	Sample	Sheet7!	EW!	78°F	Mostly cloudy	12:58 PM	12:58 PM	12:58 PM	12:58 PM
		+ Beard 2021	-	O	E	G	W	U	S	-	-	-	-	-	-	-	-
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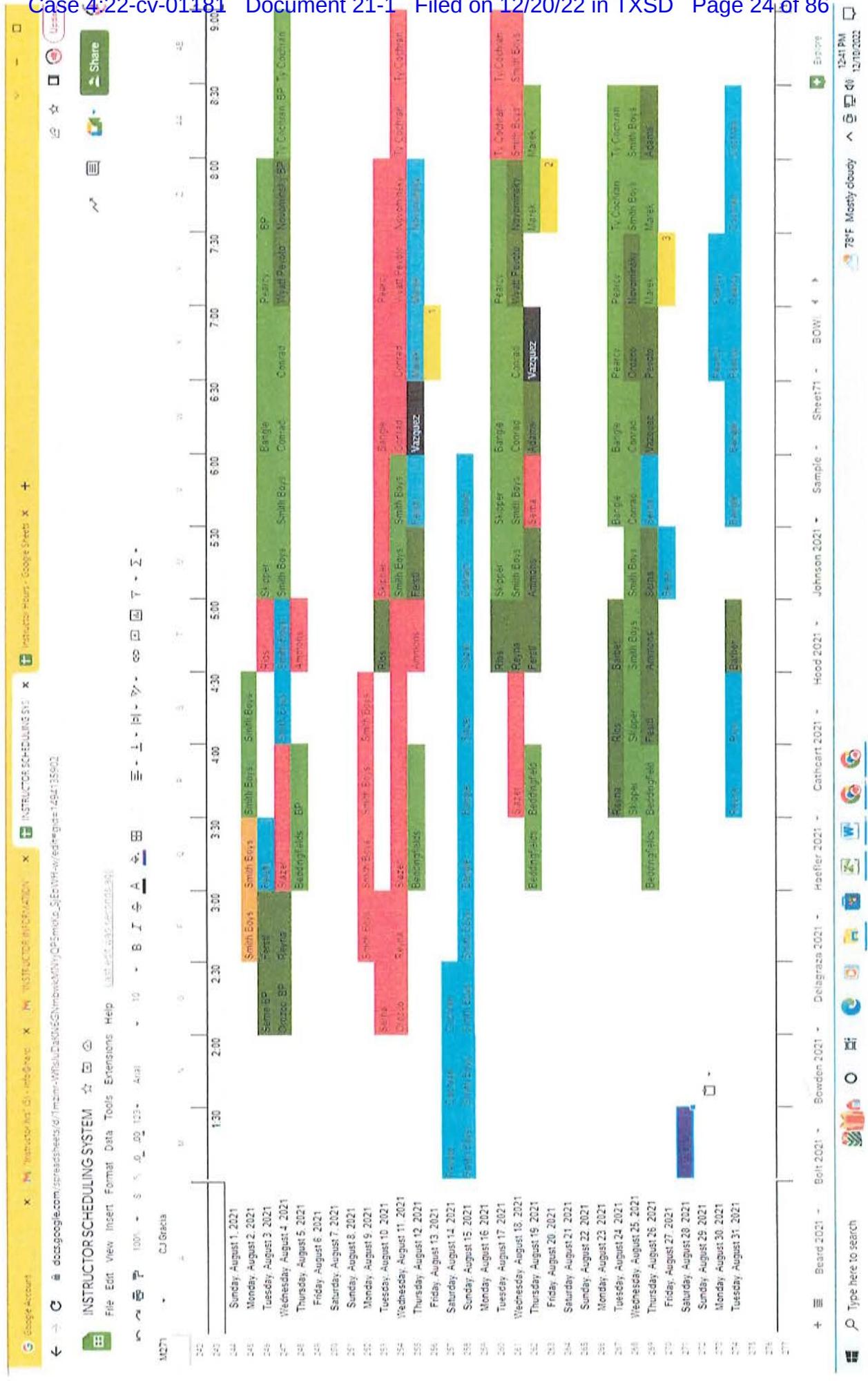




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177	Thursday June 3 2021				4:5	4	1		
178	Friday June 4 2021				2	1	2		
179	Saturday June 5 2021				3	1	3		
180	Sunday June 6 2021				0				
181	Monday June 7 2021				0				
182	Tuesday June 8 2021				4:5	2	2		
183	Wednesday June 9 2021				6	2	2		
184	Thursday June 10 2021				1:5	1	1		
185	Friday June 11 2021				0				
186	Saturday June 12 2021				9				
187	Sunday June 13 2021				0				
188	Monday June 14 2021				0				
189	Tuesday June 15 2021				6:5	3	5		
190	Wednesday June 16 2021				7	5	4		
191	Thursday June 17 2021				Dietrich Goyette comes in	1	1		
192	Friday June 18 2021				0				
193	Saturday June 19 2021				0				
194	Sunday June 20 2021				2:5	2	1		
195	Monday June 21 2021				7	4	2		
196	Tuesday June 22 2021				6	4	3		
197	Wednesday June 23 2021				0				
198	Thursday June 24 2021				0				
199	Friday June 25 2021				0				
200	Saturday June 26 2021				0				
201	Sunday June 27 2021				0				
202	Monday June 28 2021				2:5	2	1		
203	Tuesday June 29 2021				6:5	3	4		
204	Wednesday June 30 2021				6:5	3	2		
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257																
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340	Tuesday November 2 2021	Smith Boys	Smith Boys	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	2	2	2	2	2	2	2	
350	Wednesday November 3 2021	Dirksen	Normalizing	College	College	College	College	College	5.5	3	4	4	5.5	3	4	
351	Thursday November 4 2021	Parson	Math	Math	Math	Math	Math	Math	5	2	6	6	5	2	6	
352	Friday November 5 2021	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
353	Saturday November 6 2021	-	-	-	-	-	-	-	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
354	Sunday November 7 2021	Barry	Guests	Server	Server	Server	Server	Server	0	0	0	0	0	0	0	
355	Monday November 8 2021	Smith Boys	Smith Boys	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	4	4	4	4	4	4	4	
356	Tuesday November 9 2021	Smith Boys	Smith Boys	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	5	2	4	4	5	2	4	
357	Wednesday November 10 2021	Dirksen	Parson	College	College	College	College	College	6	3	4	4	6	3	4	
358	Thursday November 11 2021	Parson	Math	Math	Math	Math	Math	Math	5	2	6	6	5	2	6	
359	Friday November 12 2021	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
360	Saturday November 13 2021	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
361	Sunday November 14 2021	Parry	Guests	Server	Server	Server	Server	Server	0	0	0	0	0	0	0	
362	Monday November 15 2021	Smith Boys	Smith Boys	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	4	4	4	4	4	4	4	
363	Tuesday November 16 2021	Dirksen	Parson	College	College	College	College	College	2	2	4	4	2	2	4	
364	Wednesday November 17 2021	Parson	Parson	College	College	College	College	College	5.5	3	4	4	5.5	3	4	
365	Thursday November 18 2021	-	-	-	-	-	-	-	4	1	6	6	4	1	6	
366	Friday November 19 2021	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
367	Saturday November 20 2021	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
368	Sunday November 21 2021	Parry	Guests	Server	Server	Server	Server	Server	0	0	0	0	0	0	0	
369	Monday November 22 2021	Smith Boys	Smith Boys	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	T. Cokkan	6	2	4	4	6	2	4	
370	Tuesday November 23 2021	Dirksen	Parson	College	College	College	College	College	7	3	4	4	7	3	4	
371	Wednesday November 24 2021	Parson	Parson	College	College	College	College	College	0	0	0	0	0	0	0	
372	Thursday November 25 2021	McDonald's	McDonald's	Natalie	Natalie	Natalie	Natalie	Natalie	0	0	0	0	0	0	0	
373	Friday November 26 2021	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
374	Saturday November 27 2021	-	-	-	-	-	-	-	1.5	1	1	1	1.5	1	1	
375	Sunday November 28 2021	Brown	Guests	Server	Server	Server	Server	Server	2	2	2	2	2	2	2	
376	Monday November 29 2021	Parson	Parson	College	College	College	College	College	5.5	3	4	4	5.5	3	4	
377	Tuesday November 30 2021	Parson	Parson	College	College	College	College	College	3.5	1	4	4	3.5	1	4	
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414	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
415	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
416	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
417	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
418	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
419	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
420	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
421	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
422	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
423	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
424	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
425	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
426	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
427	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
428	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
429	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
430	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
431	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
432	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
433	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
434	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
435	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
436	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
437	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
438	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
439	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
440	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
441	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
442	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
443	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
444	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
445	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
446	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
447	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
448	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
449	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
450	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
451	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
452	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
453	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
454	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
455	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
456	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
457	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
458	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
459	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
460	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
461	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
462	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	
4																



Guerrero	Ty Cochran	Adams
Ty Cochran	Collins	Marek
Guerrero		

Guerrero  
Ty Cochran  
Collins  
Marek  
Adams

Guerrero  
Ty Cochran  
Marek

Adams

Guerrero

Bowler No Payment pg 2922	Smith	Smith	Peveto	Peveto
Vazquez	Vazquez			
Luke Haas pd 12/24/21				
Pearcy Guerrero Duensing	Pearcy Guerrero Duensing	Slazer Slazer Smith Boys	Slazer Slazer Smith Boys	Cochran Cochran Cochran Cochran Cochran Cochran
Valesek*		Started with coach Jim bolt when he was 8 years old  started with coach Beard when he was 12. Played on Coach Johnsons 16U team that we set him up on  skipper* started with coach Jim and transitioned to coach Johnson		Adams Novominsky Barber Slazer Zepeda Slazer
Smith		Daughter did lessons with us and PJ started lessons with coach Beard and coach Cathcart. we referred him to coach Johnson for catching lessons with coach Johnson		Cochran Cochran Cochran Cochran
Duensingq		Started lessons with me when he was 11 set him up on the Hardball 16U Team  Started lessons with coach Bolt  High school friend who I set up with coach cam		Played on coach Johnsons 16U team
Orozco Guerrero Collins		played with coach Hoefer on the 14U team and did lessons with me and coach cathcart initially  Started lessons with coach Bolt  coach johnson referral		
Bedingfield* Ferslel Hernandez, Trenton Serna* Davilla		older brothers did lesson with me. Bart Bedingfield had a team that we combined with several of our players to make a Hardball Team. Which we put coach Johnson in charge of  Did lessons with coach bolt for years  started with coach Hoefer and played on Hardball 8U team  started with another instructor in 2015  Parent referral to Hardball Academy		

Marek started lessons with coach Cathcart and played on our 14U team

Rios I did lessons with his older brother that played on our 18U team

Bangle\* I started lessons with him and set him up with coach Cameron on his 16U team

Novominski\* started lessons with coach Beard and coach Cathcart and we set him up on his 16U team

Vazquez\* Did lessons with coach boll, coach Beard, coach Cathcart and we set him up to play on coach Johnsons 16U team

Reyna referred by other parents to Hardball Academy

Barber\* did lessons with coach Hood and set cole up to play on coach Johnsons 16U team

Zepeda spoke with coach Johnson

Jason Smith former lesson of coach Hughes

started lessons with me, worked with coach cathcart and coach hoeffer and set him up to play on the 16U team

Knowles\* Referral from Pearcy and worked with me and we set him up to play on coach Johnsons 16U team

Adams\* started lessons with coach cathcart

Hass started lessons with coach cathcart

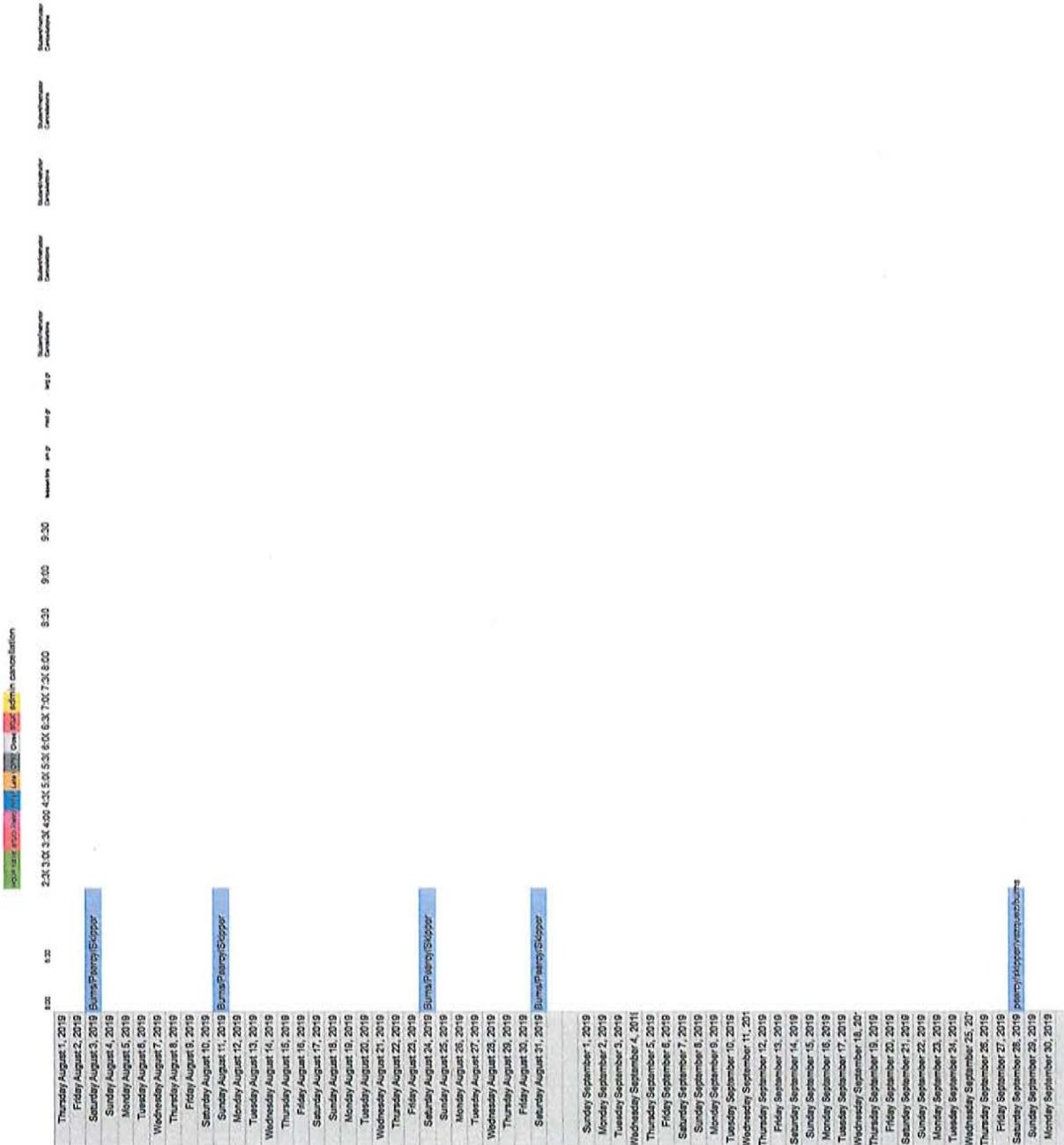
Bowden started lessons with coach cathcart

16U Team \* Encarcionon referral from Pearcy to play on 16U team

Connor Smith started with coach Delaganz and coach beard and coach cathcart. Set up to play on 16U team

Enriquez started with coach Cathcart . Set up to play on 16U team

Rhodes team member 16U that coach Johnson let go without my permission and he quit lessons with me



The image shows a Google Sheets spreadsheet titled "INSTRUCTOR SCHEDULING SYSTEM". The main content consists of several tables arranged in a grid. The columns represent the days of the week from Monday to Sunday, and the rows represent time intervals from 2:00 PM to 9:00 PM. Each cell in the grid contains either an instructor's name or a small red square indicating unavailability. The first table covers the period from January 1 to January 14, 2021. Subsequent tables cover the weeks from January 18 to January 22, January 25 to January 29, and January 31 to February 4, 2021. A sidebar on the left includes standard Google Sheets tools like File, Edit, View, Insert, Format, Data, Tools, Extensions, Help, and a search bar. On the right, there are sharing and collaboration options. The bottom of the screen shows the status bar with the date, time, and weather information.



		quick books	submitted invoices	Lessons
	pay date	Actual Pay	Instructor Log	Instructor Invoice
Janurary	N/A	No payment	no lesson log	no invoice
February	3/3/2019	500	no lesson log	no invoice submitted**
March	4/8/2019	500	no lesson log	no invoice submitted**
April	5/3/2019	500	no lesson log	no invoice submitted**
May	6/11/2019	500	no lesson log	Invoice submitted (\$500)
June	7/3/2019	1950	no lesson log	Invoice submitted (\$2000)*
July	8/5/2019	1825	no lesson log	Invoice submitted (\$2200)*
August	8/13/2019	150		on july invoice
August	9/5/2019	2050	Lesson log	Invoice submitted (\$2100)*
September	10/3/2019	2050	Lesson log	No invoice submitted **
October	11/12/2019	2100	no lesson log	Invoice submitted (\$2150)*
November	12/3/2019	2100	no lesson log	Invoice submitted (\$2150)*
December	N/A	no payemnt	no lesson log	no invoice
				2020
		Actual Pay	Instructor Log	Invoice
Janurary	n/a	no payment	no lesson log	no invoice
February	2/25/2020	2000	no lesson log	advance in pay (on feb inv)
February	3/11/2020	600	no lesson log	Invoice submitted (\$550)*
March	4/3/2020	600	no lesson log	Invoice submitted (\$600)
April	n/a	no payment	no lesson log	no invoice
May	n/a	no payment	no lesson log	Invoice submitted (\$500)
June	n/a	no payment	no lesson log	Invoice submitted (\$1300)
July	8/4/2020	1000	no lesson log	Invoice submitted (\$800)
August	9/3/2020	1300	no lesson log	Invoice submitted (\$1300)
September	10/5/2020	1300	no lesson log	Invoice submitted (\$1300)*
October	11/3/2020	1300	no lesson log	Invoice submitted (\$1300)*
November	12/3/2020	1200	no lesson log	Invoice submitted (\$1300)*
December	n/a	no payment	no lesson log	no invoice
		Actual Pay	Instructor Log	Invoice
				Lessons

January	2/3/2021	1344	lesson log	Invoice submitted (\$1344)	32 hours
February	3/3/2021	1239	lesson log	Invoice submitted (\$1239)	29.5 hours
March	4/5/2021	1554	lesson log	Invoice submitted (\$1554)	37 hours
April	5/4/2021	1863	lesson log	Invoice submitted (\$1800)	42 hours
May	5/28/2021	750	Lesson Log	Invoice submitted (\$750)	32 hours
May	6/3/2021	2508	Lesson log	Invoice submitted (\$2508)	55.5 hours
June	7/2/2021	3731	Lesson log	Invoice submitted (\$3731)	70.5 hours
July	8/3/2021	4139	Lesson log	Invoice submitted (\$4139)	63.5 hours
August	9/3/2021	3799	Lesson log	Invoice submitted (\$3799)	59.5 hours
September	10/4/2021	4550	Lesson log	Invoice submitted (\$4550)	76 hours
October	11/3/2021	4286	Lesson Log	Invoice submitted (\$4286)	83 hours
October	10/20/2021	750	Lesson Log	Invoice submitted (\$750)	32 hours
November	12/2/2021	5038	Lesson log	Invoice submitted (\$5038)	88 hours
December	12/31/2021	3276	Lesson log	Invoice submitted (\$3276)	78 hours

<b>Team Stipend</b>	<b>Notes</b>
no stipend	No lessons or team training conducted
13U team stipend (\$500)	did not submit invoice was told we needed invoice
13U team stipend (\$500)	did not submit invoice
13U team stipend (\$500)	brought a paper copy told we need an electronic copy
13U team stipend (\$500)	told number of times needed invoices emailed and submitted via email
13U team stipend (\$500) 16U team \$1450)	wrong amount (\$2000) should have been \$1950
14U team (\$325) 16U team (\$1450)	wrong amount \$325 not \$500 for 14U \$21450 not \$1500 for 16U/overpaid \$50
	add on to pay/hotel reimbursement paid \$150 (set amount was \$100) overpaid \$50
14U team (\$400) 16U team (\$1450)	ADP (wrong amount on invoice \$1450 and not \$1500)
14U team stipend (\$600) 16U team (\$1450)	no electronic invoice
14U team (\$600) 16U team \$1450	wrong amount \$600 and not \$650/Paid \$50 balance from sept lesson
14U team (\$600) 16U team \$1500	wrong amount \$2100 not (\$2150) 14U team should have been \$600 not \$650 (13 players)
no stipend	no lessons or team training conducted
<b>Team Stipend</b>	<b>Notes</b>
no training or teams	No lessons or team training conducted
advance on pay	advance on pay/ cl #4077 2/22/2020
14U team stipend only (\$600)	paid \$600 no \$550
14U team stipend only (\$600)	paid \$500
Covid no teams participating	Covid no teams
covered \$500 on advance in pay	Team Training only-no tournaments-extra practices (\$500 towards loan credit)
14U team stipend ( \$1300)	\$1000 covered on advanced loan \$300 for other coach to cover tournament
14U team stipend ( \$1300)	\$500 covered on advanced pay/paid extra \$200
14U Team stipend ( \$1300)	paid \$1300
15U team stipend ( \$1200)	overpaid \$100 (dropped to \$13 players in fall)
15U team stipend ( \$1200)	overpaid \$100 (dropped to \$13 players in fall)
15U team stipend(\$1200)	invoice wrong \$1200 (13 players)
no training or teams	No lessons or team training
<b>Team Stipend</b>	<b>Notes</b>

no team stipend		
no team stipend		
no team stipend		
no team stipend	overpaid \$63	
	check #4154 loan	
no team stipend	debited \$63 for overpayment in April	
\$1400 team stipend	repayment of \$750 loan in May (\$481 total earned for June)	
\$1400 team stipend		
\$1300 team stipend		
\$1400 team stipend		
\$1300 team stipend		
	paid back \$500 on the adv in pay other \$250 was given for teams	
	ck#4173 advance on pay	
\$1300 team stipend	log has 87 hours (paid for 88)	
no team stipend	final pay	

overpaid team stipend \$100

May 2019

Invoice #5  
5/31/2019

Hardball Academy  
4301 Hamm Rd  
Pearland, TX

Item #	Description	Amount	Total
1	13U stipend	\$ 500	\$ 500

Cameron Johnson  
July 2, 2019  
Invoice #6

Handball Academy  
3201 Hamm Rd  
Pearland, TX

Item	Description	Cost	Total
1	13U Team	\$500	\$1450
2	16U Team	\$1500	
			<u>\$2,000</u>
			<u>\$1950</u>

Hardball Academy  
3201 Hamm Rd  
Pearland, TX  
Invoice #7  
Aug, 1, 2019

Item #	Description	Amount	TOTAL
1	I4U Team	\$800	<u>325</u>
2	I4U Team	\$1500	<u>1450.60</u>
3	Hotel reimbursement	\$200	<u>\$2,260</u>

Due  
\$150

Hardball Academy  
3201 Hamm Rd  
Pearland, TX

Invoice #8  
9/1/2019

Cameron Johnson

Item #	Description	Price	Total
1	(4) small groups	\$50/hr	\$200
2	14U Team	\$400	\$400
3	16U Team	\$1500	\$1500

~~\$2500~~  
~~\$2050~~

OCT 2019

Hardball Academy  
3201 Hamm Rd  
Pearland, TX

Invoice #1  
Nov. 3, 201

Item	Description	Amount	Total
1	11U Team	\$ 1500	
2	11U Team	\$ 650	
			\$ 2,150

2,100

December 2, 2019  
Invoice #11  
November Invoice

3201 Hamm Rd  
Pearland, TX  
Hardball Academy

Item #	Amount	Price	TOTAL
1	IMU Team	\$ 650	\$ 650
2	ILU Team	\$ 1500	\$ 1500
			<u>\$2150</u>

\$2100

3/16/22, 3:45 AM

image0.jpeg

Hardball Academy  
3201 Hamm Rd  
Pearland, TX

Cameron Johnson  
Invoice #2  
3/4/2020  
Feb

Item #	Amount	Description	Total
1	\$550	IYU Team	\$ 550
2	\$ 2,000 (Paid) (2/27/20)	Advance Pay/ Loan	\$ 2,000 (Paid) (2/27/20)
<hr/>			\$ 550

\$ 600  
13 Play

3/16/22, 3:52 AM

image0.jpeg

Hardball Academy  
3201 Hamm Rd  
Pearland, TX

April 2, 2020  
Invoice #3  
March

Item #	Description	Amount	TOTAL
1	14U Team	\$600	\$600
			\$600

Hardball Academy  
4301 Hamm Rd  
Pearland, TX

*May 2020*  
*June 2020* May Invoice #  
Cameron John

\$50/hr

Item	Description / Amount	Price	TOTAL
1	(5) Team Practices <sup>2 hr</sup>	\$100/per	\$500
2	- (5) Team Practices	-\$100/per	-\$500
			\$ 0

Notes: \$500 Income going towards \$2,000 advance pay.

Balance : \$1,500

Hardball Academy  
3201 Hamm Rd.  
Pearland, TX

2020  
June Invoice  
Cameron Johnson

Item	Description/Amount	Price	TOTAL
1	140 Stipend	\$1,300/m	\$1,300
2	(-\$300) Stipend	\$(-300)	\$(-300)
3	Advance Loan	\$(-1,000)	\$(-1,000)

NOTES: \$1,000 to go towards the \$2,000 advance pay loan

Balance: ~~\$1,000~~ \$500 still owed

3/16/22, 3:41 AM

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3201 Hamm Rd  
Pearland, TX  
Hardball Academy

July June Invoice # 7  
Aug 3, 2020

Item #	Description	Amount	Price
1	14U Team	\$1,300 (1)	\$1,300
2	Advance Loan Payment	-\$500	-\$500

Total: \$800

NOTES: Advance Loan paid in full.

Balance: \$0

paid extra \$200 \$100

Hardball Academy  
3201 Hamm Rd  
Pearland, TX

Cameron Jahn  
August Invoice  
9/1/2020

Item #	Description	Price	Amount
1	14U Team Spending	\$1,300/m	\$ 1,300
TOTAL: \$1,300			

AUGUST  
REVENUE STATEMENT

Hardball Academy  
4301 Hamm Rd  
Pearland, TX

Cameron Johnson  
Oct 1, 2020  
September Invoice  
#9

Item	Description	Cost	Amount
1	15U Team Stipend	\$1,300	\$1,300
TOTAL: \$1,300			

Overspent \$100  
13 players

Hardball Academy  
4301 Hamm Rd  
Pearland, TX

Invoice #10  
September Invoice  
OCT  
10/30/20

Item #	Description	Amount	Cost
1	15U Team stipend	1	\$1,300
TOTAL: \$1,300			

Over paid \$100  
13 players

Hardball Baseball Academy  
17301 Hamm Rd  
Pearland, TX

Nov 30, 2020  
Invoice # 11  
November Invoice

Item #	Description	Amount	TOTAL
1	15U Team Stipend	\$1300	\$1,300

1200.00

Lost game vs WNM

3201 Hamm Rd  
Pearland, TX

Hardball Baseball  
Academy  
Invoice #1  
Jan 29, 2021

Item #	Description	Amount	Cost	TOTAL
1	1 Hour lessons	28 hrs	\$42/h	<u>32 hrs</u>
2	.5 Hour lessons	8 1/2 hrs	\$21/h	\$1,344

Hardball Academy  
4301 Hamm Rd  
Pearland, TX

March 1, 2021  
Invoice #2  
Feb. Invoice

Item #	Description	Amount	Cost
1	FULL Hour lessons	24	\$1,008
2	1/2 Hour lessons	11	\$231
TOTAL: \$1,239			

**Hardball Academy Instructor Invoice March 2021**

Bill To:  
Hardball Academy  
3201 Hamm Rd  
Pearland, TX, 77581

**Instructor:** Cameron Johnson

INVOICE # 6

Date:

6/1/21

**Hardball Academy Instructor Invoice April 2021**

Bill To:  
 Hardball Academy  
 3201 Hamm Rd  
 Pearland, TX, 77581

Instructor: Cameron Johnson	INVOICE #	Date:	4/5/21	
Description		Number	Hr Rate	Amount
Hour lesson		26	\$42.00	\$1,092.00
½ Hour lesson		24	\$21.00	\$504.00
No Show		1	\$42.00	\$42.00
Late Cancellations		0	\$42.00	\$0.00
Spot Lessons		1	\$42.00	\$42.00
5th Week lessons		0	\$42.00	\$0.00
Large Group Training		2	\$60.00	\$120.00
Total Hours		42	Total Pay	\$1,800.00
Half hours are noted by a decimal (.5)				

**Hardball Academy Instructor Invoice May 2021**

Bill To:  
 Hardball Academy  
 3201 Hamm Rd  
 Pearland, TX, 77581

Instructor: Cameron Johnson	INVOICE #	Date:	4/5/21	
Description		Number	Hr Rate	Amount
Hour lesson		25	\$42.00	\$1,050.00
½ Hour lesson		26	\$21.00	\$546.00
No Show		3	\$42.00	\$126.00
Late Cancellations		1	\$42.00	\$42.00
5th Week lessons		0	\$42.00	\$0.00
Spot Lessons		1.5	\$42.00	\$63.00
Small Group Training		0	\$50.00	\$0.00
Med Group (5)		12	\$62.00	\$744.00
Large Group Training		0	\$60.00	\$0.00
Over paid in April				-\$63.00
<b>Total Hours</b>	55.5			
			<b>Total Pay</b>	<b>\$2,508.00</b>
Half hours are noted by a decimal (.5)				

**Hardball Academy Instructor Invoice June 2021**

Bill To:  
 Hardball Academy  
 3201 Hamm Rd  
 Pearland, TX, 77581

Instructor: Cameron Johnson	INVOICE # 6	Date:	6/30/21	
Description		Number	Hr Rate	Amount
Hour lesson		43	\$42.00	\$1,806.00
½ Hour lesson		34	\$21.00	\$714.00
No Show		1	\$42.00	\$42.00
Late Cancellations		2	\$42.00	\$84.00
Med Group (7)		4	\$72.00	\$288.00
Spot Lessons		2	\$42.00	\$84.00
5th Week lessons		1.5	\$42.00	\$63.00
Total				\$3,081.00
Team Stipend				\$1,400.00
Deduction				-\$750.00
<b>Total Hours</b>		70.5		
			<b>Total Pay</b>	<b>\$3,731.00</b>
Half hours are noted by a decimal (.5)				

**Hardball Academy Instructor Invoice July 2021**

Bill To:  
 Hardball Academy  
 3201 Hamm Rd  
 Pearland, TX, 77581

Instructor: Cameron Johnson	INVOICE #7	Date:	7/30/21	
Description		Number	Hr Rate	Amount
Hour lesson		38	\$42.00	\$1,596.00
½ Hour lesson		40	\$21.00	\$840.00
No Show		1	\$42.00	\$42.00
Large Group Training		4	\$60.00	\$240.00
Late Cancellations		0	\$42.00	\$0.00
Spot Lessons		0.5	\$42.00	\$21.00
5th Week lessons		0	\$42.00	\$0.00
Team Stipend		1		\$1,400.00
<b>Total Hours</b>		63.5		
			<b>Total Pay</b>	<b>\$4,139.00</b>
Half hours are noted by a decimal (.5)				

**Hardball Academy Instructor Invoice August 2021**

Bill To:  
 Hardball Academy  
 3201 Hamm Rd  
 Pearland, TX, 77581

Instructor: Cameron Johnson	INVOICE # 8	Date:	8/31/21	
Description		Number	Hr Rate	Amount
Hour lesson		39	\$42.00	\$1,638.00
½ Hour lesson		38	\$21.00	\$798.00
No Show		0	\$42.00	\$0.00
Large Group Training		0	\$60.00	\$0.00
Late Cancellations		1	\$42.00	\$42.00
Spot Lessons		0.5	\$42.00	\$21.00
5th Week lessons		0	\$42.00	\$0.00
Team Slipend		0		\$1,300.00
Total Hours		59.5		
			Total Pay	\$3,799.00
Half hours are noted by a decimal (.5)				

**Hardball Academy Instructor Invoice Sept 2021**

Bill To:  
Hardball Academy  
3201 Hamm Rd  
Pearland, TX, 77581

**Hardball Academy Instructor Invoice Oct 2021**

Bill To:  
 Hardball Academy  
 3201 Hamm Rd  
 Pearland, TX, 77581

<b>Instructor: Cameron Johnson</b>			<b>INVOICE # 10</b>	Date:	10/31/21
<b>Description</b>			<b>Number</b>	<b>Hr Rate</b>	<b>Amount</b>
Hour lesson			44	\$42.00	\$1,848.00
½ Hour lesson			54	\$21.00	\$1,134.00
No Show			0	\$42.00	\$0.00
Late Cancellations			7.5	\$42.00	\$315.00
Large Group Training			0	\$60.00	\$0.00
5th Week lessons			0	\$42.00	\$0.00
Spot Lessons			4.5	\$42.00	\$189.00
<b>Total</b>					<b>\$3,486.00</b>
<b>Total Hours</b>			<b>83</b>		
Team Stipend			1		\$1,300.00
Advance in pay #4173 \$750					-\$500.00
				<b>Total Pay</b>	<b>\$4,786.00</b>
				adv pr	-\$500.00
				paid ck #4173	\$250.00
Half hours are noted by a decimal (.5)					\$4,536.00
				<b>Payroll</b>	<b>\$4,286.00</b>

**Hardball Academy Instructor Invoice Nov. 2021**

Bill To:  
 Hardball Academy  
 3201 Hamm Rd  
 Pearland, TX, 77581

Instructor: Cameron Johnson	INVOICE # 11	Date:	11/1/21	
Description		Number	Hr Rate	Amount
Hour lesson		46	\$42.00	\$1,932.00
½ Hour lesson		55	\$21.00	\$1,155.00
No Show		0	\$42.00	\$0.00
Late Cancellations		4.5	\$42.00	\$189.00
Large Group Training		0	\$60.00	\$0.00
5th Week lessons		2.5	\$42.00	\$105.00
Spot Lessons		6.5	\$42.00	\$273.00
<b>Total</b>				<b>\$3,654.00</b>
<b>Total Hours</b>		<b>88</b>		
Team Stipend		1		\$1,300.00
Half hours are noted by a decimal (.5)			<b>Total Pay</b>	<b>\$5,038.00</b>

**Hardball Academy Instructor Invoice Dec. 2021**

Bill To:  
 Hardball Academy  
 3201 Hamm Rd  
 Pearland, TX, 77581

Instructor: Cameron Johnson	INVOICE # 12			Date:	12/29/21
Description		Number	Hr Rate	Amount	
Hour lesson		52	\$42.00	\$2,184.00	
½ Hour lesson		47	\$21.00	\$987.00	
No Show		0	\$42.00	\$0.00	
Late Cancellations		0.5	\$42.00	\$21.00	
Large Group Training		0	\$60.00	\$0.00	
5th Week lessons		0	\$42.00	\$0.00	
Spot Lessons		2	\$42.00	\$84.00	
<b>Total</b>				<b>\$3,276.00</b>	
<b>Total Hours</b>		<b>78</b>			
Team Stipend		0		\$0.00	
Half hours are noted by a decimal (.5)				<b>Total Pay</b>	<b>\$3,276.00</b>



# Instructor Manual

This manual is confidential and is not to be copied or reproduced unless Hardball Academy LLC gives permission. Anyone that reproduces any part of this manual without permission will be subject to copy write laws. This manual is sole property of Hardball Academy LLC.

Instructors are expected to:

Bring this manual to all instructor meetings  
Add appropriate pages to manual and update regularly  
Keep the information confidential unless it is used specifically for instruction at Hardball Academy

This manual is worth an estimated value of \$200. Each instructor will be required to produce this manual upon request by management of Hardball Academy. If unable to produce this manual there will be a full charge of \$200.

# Hardball Academy's Instructors

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## Instructors

Instructors for Hardball Academy have been selected for their intensive backgrounds in baseball and softball. Each instructor has been chosen because of their educational backgrounds, coaching, playing, and teaching experience. Instructors specialize in sports psychology, motor learning, biomechanics, kinesiology, anatomy, and other areas that are necessary for teaching baseball/softball effectively.

In addition, all instructors have undergone hours of classroom and field training through Hardball Academy. All of our instructors have college or professional playing experience. Most of the instructors have been involved with coaching at the high school or college levels. We recognize that playing a game well and teaching how to play it are two very different things. That is why we have developed a specialized training curriculum that is designed just for teaching baseball and softball.

Instructors have learned how to incorporate auditory, visual, kinesthetic modes of learning, and other teaching principals during their instruction. As well, instructors have knowledge and receive ongoing training in human anatomy, kinesiology, vision training, motor learning, sports psychology, and the latest training techniques and drills for baseball and softball. Instructors have reviewed hours of video, participated in a number lesson with advanced instructors, attended staff meetings where new drills and individual case studies are reviewed before working with players. Instructors are required to attend lectures, classes, seminars, and coaching clinics on a regular basis throughout the year.

## New Instructors

### Training Time

All new instructors are required to undergo 2 hours a month training time for your first year. You will have to spend 2 hours with advanced instructors. You will be compensated \$ 15 for your training. If you fail to document or complete your training then you will be fined \$ 25

### Meetings

It may be necessary to meet several times a month or even weekly until a new instructor understands terminology, procedures, or other areas of the business.

### Schedules

Schedules will be consistent. Instructors may choose days and times to work (within reason and if acceptable by Hardball Academy). If a change needs to be made every 3 months there will be no problem. Instructors are required to work one weekend day (half day 3-4 hours min) and 3 days during the week at a minimum. Each instructor must be able to give a minimum of 15 hours per week. Hardball has the right to assign you designated work times if necessary. *7 DAYS A WEEK*

### Memos/Directives/Handouts

Instructors will be responsible for all memos. Likewise instructors will be responsible for handing out information to clients (evaluation forms, lessons, and other documentation)

### Keys

Instructors will be given keys for all facilities. If a key is lost an instructor will be responsible for the cost to change the locks!

\* Failure to secure the facility will result in a \$100 fine. A second occurrence will result in loss of keys!

I have received my keys for Hardball Academy Facilities:

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Hardball Academy Signature \_\_\_\_\_ Date \_\_\_\_\_

## Quick Guide-Outline for Hardball Instructors and Employees

1. Professional Dress- It is required of all personnel and instructors to be dressed in hardball attire. Failure to abide by this policy could lead to fines for each occurrence.
2. Mandatory Meetings- Meetings will be scheduled from time to time. It is important that all employees, supervisors, and all staff attend these meetings. If for some reason you are not able to attend, then it is up to you to schedule a time with R. Beard to meet. If you are not present, you are still responsible for the information at the meeting. Employees should let R. Beard know with more than 72 hours' notice if they will not be able to attend. Failure to give proper notice or to attend will result in a fine.
3. Lifelong Learning- Instructors are expected to attend at least 1 clinic or coaching seminar per year. Instructors can also take classes, receive specific certifications necessary for being a top-level instructor, or participating in Hardball Academy training seminars. Instructors will be reimbursed up to \$100 for any type of professional growth activities they participate in.
4. Representing the Academy- Every employee will be designated with a league/organization that they will communicate with. The object is to build relationships and build awareness about our business and programs that we offer. Instructors are also expected to participate in marketing campaigns, work camps/clinics, and participate in other outside activities.
5. Memos/Directives/Emails/Texts- All employees are expected to communicate with supervisors, operating officer, and clients. Texts and phone calls should be answered in a reasonable amount of time.
6. Learning the Hardball System- Each instructor and employee are responsible for learning how operations of the academy works. This can include but is not limited to: Client policies, employment policies, procedures for scheduling, cancelling lessons, no shows, late cancellations, doing contracts, having clients leave deposits, the website and how to navigate it (where items are on the website) and much more.
7. Keeping the facility clean and being responsible for the facility- All instructors are expected to keep the work area clean and neat. NOTHING should be left on the floor. The last person to leave is responsible to make sure all the lights, AC, and all equipment is off. Instructors are responsible for any trash or equipment left out by their students. Please don't allow students to perform tasks that are dangerous or that could cause damage to the facility. The last person to leave the facility should make sure all procedures are followed and facility is picked up and clean. Report to Richie Beard if individuals are not doing their part and you are having to pick up after them.
8. Maintaining Log and keeping the schedule/operations manager informed of all lessons and their changes in status. Logs should be kept up to date in accordance with policy. Supervisor should be notified of any problems or issues with parents or students. Supervisor should be notified of any injuries that may occur. Communicating in writing for clients; instructions for students to cancel/put their membership on hold, cancellation policy, etc.
9. Being Professional
  - \* On time
  - \* Well dressed
  - \* Good attitude
  - \* Motivating
  - \* Not texting or taking phone calls or excessive "conversations" with others while doing lessons
  - \* Completing lesson log

- \* Communicating with clients and supervisor, director, and president
- \* Keeping the facility and workplace clean and all equipment repaired and working properly

10. Completing assigned mini duties- Instructors will be asked to do small duties on a regular basis. Keep up with the facility for appearance for customers; for safety of all personnel and students. All employees are assigned duties and are expected to perform these duties without having to be reminded on a continual basis.

11. Social Media and Marketing- Each instructor is expected to do some social media promoting the academy, their students, fellow instructors, and themselves.

## Instructor Evaluation

Each instructor will be evaluated on a regular basis. Evaluations include all professional duties expected to be carried out by the instructor. These include but are not limited to scheduling, communication with clients, turning in required documents (lesson log) on or before due date, and all other administrative duties assigned to an instructor. Likewise, instructors will be evaluated on their professional teaching responsibilities.

## General Employment

### Contractual Employment

Employment with HARDBALL BASEBALL ACADEMY LLC is on a contractual basis. HARDBALL BASEBALL ACADEMY LLC may terminate the employment relationship at any time, with or without cause or advance notice. It is not guaranteed, in any manner, that you will be employed with HARDBALL BASEBALL ACADEMY LLC for any set period. Likewise, terms and conditions of employment contracts will still be valid and in effect. Terms of contracts can range from 1 to 5 years.

The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by HARDBALL BASEBALL ACADEMY LLC. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between HARDBALL BASEBALL ACADEMY LLC and any of its employees.

### Immigration Law Compliance

HARDBALL BASEBALL ACADEMY LLC is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with HARDBALL BASEBALL ACADEMY LLC within the past three years, or if their previous I-9 is no longer retained or valid.

HARDBALL BASEBALL ACADEMY LLC may participate in the federal government's electronic employment verification system, known as "E-Verify." Pursuant to E-Verify, HARDBALL BASEBALL ACADEMY LLC provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

### Equal Employment Opportunity

HARDBALL BASEBALL ACADEMY LLC is an Equal Opportunity Employer. Employment opportunities at HARDBALL BASEBALL ACADEMY LLC are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex, pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

The Organization will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. The Organization will also accommodate sincerely held religious beliefs of its employees to the extent the accommodation does not pose an undue hardship on the business. If you would like to request an

accommodation, or have any questions about your rights and responsibilities, contact your Richie Beard. This policy is not intended to afford employees with any greater protections than those which exist under federal, state or local law.

HARDBALL BASEBALL ACADEMY LLC strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report.

HARDBALL BASEBALL ACADEMY LLC will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

#### **Employee Grievances**

It is the policy of HARDBALL BASEBALL ACADEMY LLC to maintain a harmonious workplace environment. HARDBALL BASEBALL ACADEMY LLC encourages its employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions.

Employees are encouraged to raise concerns with their supervisors. If not resolved at this level, an employee may submit, in writing, a signed grievance to Richie Beard.

After receiving a written grievance, HARDBALL BASEBALL ACADEMY LLC may hold a meeting with the employee, the immediate supervisor, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue.

Complaints involving alleged discriminatory practices shall be processed in accordance with HARDBALL BASEBALL ACADEMY LLC's Sexual and other Unlawful Harassment Policy.

HARDBALL BASEBALL ACADEMY LLC assures that all employees filing a grievance or complaint can do so without fear of retaliation or reprisal.

#### **Internal Communication**

Effective and ongoing communication within HARDBALL BASEBALL ACADEMY LLC is essential. As such, the Organization maintains systems through which important information can be shared among employees and management.

Bulletin boards are posted in designated areas of the workplace to display important information and announcements. In addition, HARDBALL BASEBALL ACADEMY LLC uses the Intranet and email to facilitate communication and share access to documents. For information on appropriate email and Internet usage, employees may refer to the Computer, Email, and Internet Usage policy. To avoid confusion, employees should not post or remove any material from the bulletin boards.

All employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their supervisor with any questions or concerns on information disseminated.

#### **Outside Employment**

When approved by Hardball Academy LLC, employees may hold outside jobs as long as the employee meets the performance standards of their position with HARDBALL BASEBALL ACADEMY LLC and the jobs do not conflict with the non-compete contract signed by all contract and full time employees. Unless an alternative work schedule has been approved by HARDBALL BASEBALL ACADEMY LLC, employees will be subject to the Organization's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary.

**W-9**  
 Form  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

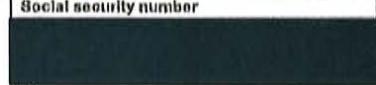
Give Form to the requester. Do not send to the IRS.

<b>Print or type.</b>  <b>See Specific Instructions on page 3.</b>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><i>Cameron Trent Johnson</i></p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ►</p>						<p>4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the U.S.)</p>	
	<input checked="" type="checkbox"/> Address number, street, and apt. or suite no. See instructions.			Requestor's name and address (optional)				
	<input type="checkbox"/> City, state, and ZIP code							
	<p>7 List account number(s) here (optional)</p>							

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number 	
OR Employer identification number 	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**Me**

Just wanted to remind everyone about getting your schedules logged and invoices submitted. If you can get in early I will do my best to get it submitted same day. I need it no later than NOON ON JAN 2ND. If you want it submitted early make sure you log is up-to-date and accurate. Early or on time Make sure you have Jan lessons on the new 2019 sheets I created for you along with ANY CANCELLATIONS not resolved moved to 2019 sheet (date of original cancellation needs to be noted). You can look at my 2019 sheet of you have any questions. This will take you some time. Plan accordingly...it took me about 30 min with all the Holiday changes.

8:18 AM

**Me**

Just doing a check-in....got replies from josh, Adrian , Dylan. Were you able to do this?

Instagram is hardballacademy

We have more kids on there and parents on Facebook.

2:55 PM

**C**

Cameron Johnson  
NoSubject  
Yeah  
3:00 PM

**Me**

Thanks cam!  
3:35 PM

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**EXHIBIT 5**

**Employment Contract  
Hardball Academy LLC**

This Employment Contract is made effective as of 12/01/2020, by and between Hardball Academy LLC of 728 Marbrook Saddle Lane, League City, TX 77573 and [Cameron Johnson] of [REDACTED]

- A. Hardball Academy LLC is engaged in the business of Baseball Instruction/Coaching. [Cameron Johnson] will primarily perform the job duties at the following locations. 3201 Hamm Road, Pearland, TX 77573. 4807 Hwy 646, Dickinson, Texas 77539.
- B. Hardball Academy LLC, desires to have the services of [Cameron Johnson].

**1. Employment**

Hardball Academy LLC, shall employ [REDACTED] as an Instructor/Coach. [Cameron Johnson] shall provide to Hardball Academy LLC duties as needed. [Cameron Johnson] accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Hardball Academy LLC. and Hardball Academy LLC's supervisory personnel.

**2. Best Efforts of Employee.**

[Cameron Johnson] agrees to perform faithfully, industriously, and to the best of his/her ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this contract, to the reasonable satisfaction of Hardball Academy LLC. Such duties shall be provided at such places as the needs, business, or opportunities of Hardball Academy LLC may require from time to time.

**3. Ownership of Social Media/Social Media Contacts**

Any social media contacts, including followers or friends that are acquired through accounts(including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of Hardball Academy LLC are the property of Hardball Academy LLC.

**4. Recommendations for improving Operations**

[Cameron Johnson] shall provide Hardball Academy LLC with all information, suggestions, and recommendations regarding Hardball Academy LLC's business, of which [Cameron Johnson] has knowledge, that will be of benefit to Hardball Academy LLC.

**5. Confidentiality**

[Cameron Johnson] recognizes that Hardball Academy LLC has and will have information regarding the following:

- processes
- trade secrets
- customer lists

Case 4:22-cv-01181 Document 19-1 Filed on 11/22/22 in TXSD Page 43 of 47  
**EXHIBIT 5**

**Employment Contract  
Hardball Academy LLC**

This Employment Contract is made effective as of [REDACTED] by and between Hardball Academy LLC of 728 Marbrook Saddle Lane, League City, TX 77573 and [REDACTED] of [REDACTED]

A. Hardball Academy LLC is engaged in the business of Baseball Instruction/Coaching. [REDACTED] will primarily perform the job duties at the following locations. 3201 Hamm Road, Pearland, TX 77573. 4807 Hwy 646, Dickinson, Texas 77539.

B. Hardball Academy LLC. desires to have the services of [REDACTED].

**1. Employment**

Hardball Academy LLC. shall employ [REDACTED] as an Instructor/Coach. [REDACTED] shall provide to Hardball Academy LLC duties as needed. [REDACTED] accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Hardball Academy LLC. and Hardball Academy LLC's supervisory personnel.

**2. Best Efforts of Employee.**

[REDACTED] agrees to perform faithfully, industriously, and to the best of [REDACTED] ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this contract, to the reasonable satisfaction of Hardball Academy LLC. Such duties shall be provided at such places as the needs, business, or opportunities of Hardball Academy LLC may require from time to time.

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**4. Recommendations for improving Operations**

[REDACTED] shall provide Hardball Academy LLC with all information, suggestions, and recommendations regarding Hardball Academy LLC's business, of which [REDACTED] has knowledge, that will be of benefit to Hardball Academy LLC.

**5. Confidentiality**

[REDACTED] recognizes that Hardball Academy LLC has and will have information regarding the following:

- processes
- trade secrets
- customer lists

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as an owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Hardball Academy LLC for the benefit of a third party that is engaged in such business.

[Cameron Johnson] agrees that this non-compete provision will not adversely affect [his/her] livelihood.

**9. Employee's Inability to Contract for employer.**

[Cameron Johnson] shall not have the right to make any contracts or commitments for or on behalf of Hardball Academy LLC without first obtaining the express written consent of Hardball Academy LLC.

**10. Benefits**

[Cameron Johnson] shall be entitled to some employment benefits, as provided by Hardball Academy LLC's policies in effect during the term of employment. These benefits may or may not include: Health insurance, reimbursement of expenses, travel, meals, etc.

**11. Term/Termination**

[Cameron Johnson]'s employment under this contract shall be for [one] years and the contract will automatically renew at the end of [one] years unless 30 days prior written notice is given. This contract may be terminated by Hardball Academy LLC immediately with or without written notice. If [Cameron Johnson] is in violation of this contract Hardball Academy may terminate employment without notice and without compensation to [Cameron Johnson].

**12. Termination for Disability**

Hardball Academy LLC shall have the option to terminate this Contract, if [Cameron Johnson] becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Hardball Academy LLC shall exercise this option by giving a 30 day written notice.

**13. Compliance with employer's rules**

[Cameron Johnson] agrees to comply with all the rules and regulations and any implemented policies of Hardball Academy LLC.

**14. Return of Property**

Upon termination of this contract, [Cameron Johnson] shall deliver to Hardball Academy LLC all property which is Hardball Academy LLC's property or related to Hardball Academy LLC's business (including keys records, notes, data, memoranda, models, and equipment) that is in [Cameron Johnson] possession or under [Cameron Johnson] control. Such obligation may be governed by any separate confidentiality or property rights agreement signed by [Cameron Johnson].

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as an owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Hardball Academy LLC for the benefit of a third party that is engaged in such business.

Cameron Johnson agrees that this non-compete provision will not adversely affect his/her livelihood.

**9. Employee's Inability to Contract for employer.**

Cameron Johnson shall not have the right to make any contracts or commitments for or on behalf of Hardball Academy LLC, without first obtaining the express written consent of Hardball Academy LLC.

**10. Benefits**

Cameron Johnson shall be entitled to some employment benefits, as provided by Hardball Academy LLC's policies in effect during the term of employment. These benefits may or may not include: Health insurance, reimbursement of expenses, travel, meals, etc.

**11. Term/Termination**

Cameron Johnson employment under this contract shall be for one years and the contract will automatically renew at the end of one years unless 30 days prior written notice is given. This contract may be terminated by Hardball Academy LLC immediately with or without written notice. If Cameron Johnson is in violation of this contract Hardball Academy may terminate employment without notice and without compensation to Cameron Johnson.

**12. Termination for Disability**

Hardball Academy LLC shall have the option to terminate this Contract, if Cameron Johnson becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Hardball Academy LLC shall exercise this option by giving a 30 day written notice.

**13. Compliance with employer's rules**

Cameron Johnson agrees to comply with all the rules and regulations and any implemented policies of Hardball Academy LLC.

**14. Return of Property**

Upon termination of this contract, Cameron Johnson shall deliver to Hardball Academy LLC all property which is Hardball Academy LLC's property or related to Hardball Academy LLC's business (including keys records, notes, data, memoranda, models, and equipment) that is in Cameron Johnson possession or under Cameron Johnson control. Such obligation may be governed by any separate confidentiality or property rights agreement signed by Cameron Johnson.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as an owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Hardball Academy LLC for the benefit of a third party that is engaged in such business.

Cameron Johnson agrees that this non-compete provision will not adversely affect his/her livelihood.

#### **9. Employee's Inability to Contract for employer.**

Cameron Johnson shall not have the right to make any contracts or commitments for or on behalf of Hardball Academy LLC, without first obtaining the express written consent of Hardball Academy LLC.

#### **10. Benefits**

Cameron Johnson shall be entitled to some employment benefits, as provided by Hardball Academy LLC's policies in effect during the term of employment. These benefits may or may not include: Health insurance, reimbursement of expenses, travel, meals, etc.

#### **11. Term/Termination**

Cameron Johnson's employment under this contract shall be for 3 years and the contract will automatically renew at the end of 1 years unless 30 days prior written notice is given. This contract may be terminated by Hardball Academy LLC immediately with or without written notice. If Cameron Johnson is in violation of this contract Hardball Academy may terminate employment without notice and without compensation to Cameron Johnson.

#### **12. Termination for Disability**

Hardball Academy LLC shall have the option to terminate this Contract, if Cameron Johnson becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Hardball Academy LLC shall exercise this option by giving a 30 day written notice.

#### **13. Compliance with employer's rules**

Cameron Johnson agrees to comply with all the rules and regulations and any implemented policies of Hardball Academy LLC.

#### **14. Return of Property**

Upon termination of this contract, Cameron Johnson shall deliver to Hardball Academy LLC all property which is Hardball Academy LLC's property or related to Hardball Academy LLC's business (including keys records, notes, data, memoranda, models, and equipment) that is in Cameron Johnson possession or under Cameron Johnson control. Such obligation may be governed by any separate confidentiality or property rights agreement signed by Cameron Johnson.

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**EXHIBIT 5**

**Employment Contract  
Hardball Academy LLC**

This Employment Contract is made effective as of [REDACTED] 01/2020, by and between Hardball Academy LLC of 728 Marbrook Saddle Lane, League City, TX 77573 and [REDACTED] of [REDACTED]

A. Hardball Academy LLC is engaged in the business of Baseball Instruction/Coaching. [REDACTED] will primarily perform the job duties at the following locations, 3201 Hamm Road, Pearland, TX 77573, 4807 Hwy 646, Dickinson, Texas 77539.

B. Hardball Academy LLC, desires to have the services of [REDACTED].

**1. Employment**

Hardball Academy LLC, shall employ [REDACTED] as an Instructor/Coach. [REDACTED] shall provide to Hardball Academy LLC duties as needed. [REDACTED] accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Hardball Academy LLC, and Hardball Academy LLC's supervisory personnel.

**2. Best Efforts of Employee.**

[REDACTED] agrees to perform faithfully, industriously, and to the best of [REDACTED] ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this contract, to the reasonable satisfaction of Hardball Academy LLC. Such duties shall be provided at such places as the needs, business, or opportunities of Hardball Academy LLC may require from time to time.

**3. Ownership of Social Media/Social Media Contacts**

Any social media contacts, including followers or friends that are acquired through accounts(including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of Hardball Academy LLC are the property of Hardball Academy LLC.

**4. Recommendations for improving Operations**

[REDACTED] shall provide Hardball Academy LLC with all information, suggestions, and recommendations regarding Hardball Academy LLC's business, of which [REDACTED] has knowledge, that will be of benefit to Hardball Academy LLC.

**5. Confidentiality**

[REDACTED] recognizes that Hardball Academy LLC has and will have information regarding the following:

- processes
- trade secrets
- customer lists

- prices
- cost
- discounts
- business affairs
- future plans

And other vital information items (collectively, "information") which are valuable, special and unique assets of Hardball Academy LLC.

[Redacted] agrees that [Redacted] will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any information to any third party without the prior written consent of Hardball Academy LLC. [Redacted] is expected to protect the information and treat it as strictly confidential. A violation by [Redacted] of this paragraph shall be a material violation of this contract and will justify legal and/or equitable relief.

This agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

#### **6. Unauthorized disclosure of Information**

If it appears that [Redacted] has disclosed (or has threatened to disclose) information in violation of this contract, Hardball Academy LLC shall be entitled to an injunction to restrain [Redacted] from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. Hardball Academy LLC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

#### **7. Confidentiality after termination of employment.**

The confidentiality provisions of this Contract shall remain in full force and effect for a period of 3 years after the voluntary or involuntary termination of [Redacted] employment. During such periods, neither party shall make or permit the making of any public announcement or statement of any kind that [Redacted] was formerly employed by or connected with Hardball Academy LLC.

#### **8. Non-Compete Agreement**

[Redacted] recognizes that the various items of information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of information, [Redacted] agrees and covenants that during his or her employment by Hardball Academy LLC and for a period of 3 years following the termination of [Redacted] employment, whether such termination is voluntary or involuntary, [Redacted] will not directly or indirectly engage in any business competitive with Hardball Academy LLC.

This covenant shall apply to the geographical area that includes the area within a 30 mile radius of current facilities or future facilities acquired while employed.

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**EXHIBIT 5**



Richie Beard, President  
Hardball Academy LLC

Date: 02/20/20

Employee Name (Print) Cameron Johnson

Employee Name (Signature) Cameron Johnson

Date: 02/20/20